

# Government of The Commonwealth of The Bahamas

## REQUEST FOR PROPOSAL

Issued on: September 11, 2020



## PROCUREMENT OF SOLAR AIRFIELD LIGHTING EQUIPMENT (SAL)

FOR

10 FAMILY ISLAND AIRPORTS

Project: **AIRPORT AUTHORITY SAL PROJECT**

Purchaser: The Airport Authority

**RFP - 0073**

**PART I – INVITATION AND GENERAL INFORMATION SECTION**

**I. INSTRUCTION TO BIDDERS**

**A. REQUEST FOR PROPOSAL INVITATION**

**1. INVITATION**

- 1.1 The Ministry of Tourism and Aviation (MOTA), on behalf of the Airport Authority Ltd. (hereinafter referred to as the Purchaser) is seeking proposals from qualified suppliers for solar airfield lighting (SAL) for Thirteen (13) airports in The Bahamas as per the technical specifications set out in this RFP document. Note that this is a closed RFP process and proposals are being provided to vendors selected exclusively by the Airport Authority.
- 1.2 This closed RFP document describes the supply of the equipment sought by the Purchaser and sets out the RFP process, evaluation and selection process and Proposal requirements.
- 1.3 Only parties that have been invited to participate for the supply of the equipment will be considered. The quality of the products, performance, delivery, maintenance, service, past performance and delivery along with other factors will be taken into consideration in the evaluation of this RFP.
- 1.4 The SAL and related equipment offered must provide optimum performance to be utilized at specified capacities on a consistent basis in adverse geographical and weather conditions.

**2. PROPOSED SCHEDULE OF EVENTS**

- 2.1 The following dates could be subject to change at the PURCHASER’s sole discretion.

<b>EVENT</b>	<b>DATE AND LOCAL TIME</b>
RFP release date	September 11, 2020
Deadline to submit questions to RFP	September 22, 2020
Last date for issuance of Addenda	October 1, 2020
RFP closing date	October 8, 2020

**B. REQUEST FOR PROPOSAL GENERAL INFORMATION**

**3. RIGHTS RESERVED**

- 3.1 The PURCHASER Reserves the Right to:
  - a) Accept or reject any or all proposals received.
  - b) Reject any proposal that does not comply with the stated terms and conditions.
  - c) Reject any proposal that exceeds the approved funds.
  - d) Cancel and/or or reissue this RFP at any time.
  - e) Request clarification or supporting data for any point in the proposal.
  - f) Negotiate with the preferred proponent.

- g) Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFP document.
- h) Pursue its own investigations concerning a Proponent's legal status and/or financial viability.
- i) Terminate the RFP process at any time prior or subsequent to the closing date, and issue a new RFP for the same or a modified requirement.
- j) Terminate the RFP process at any time prior or subsequent to the closing date, and not issue a new RFP.
- k) Terminate the RFP process at any time prior or subsequent to the closing date, and not issue a new RFP with the PURCHASER thereafter retaining the right to proceed with direct contract negotiations with a service provider not necessarily a prospective or actual Proponent identified during the RFP process, on a non-competitive basis.
- l) Disqualify a proposal on the basis of evidence of conflict of interest or collusion as disclosed by a proposal or through any other information discovered by the PURCHASER; Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
  - (ii) submit more than one bid for the same lot in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- m) Reject a proposal should it be discovered that the proposal and/or Proponent is in breach of another agreement or contract with the Government of The Bahamas.
- n) Conduct contractual negotiations with a preferred Proponent prior to that Proponent being considered or recommended for award of contract, or prior to the finalization or execution of a contract.
- o) Terminate failed contract negotiations with a Preferred Proponent, without liability, and negotiate with the next highest ranked Proponent.
- p) Negotiate with and/or purchase from multiple vendors to fulfill the purchase request. q) Purchase less than the expressed amount of 14 SAL packages.
- q) Change the destination (s) of the SAL packages as required.

**4. PROPONENT'S INVESTIGATIONS AND RESPONSIBILITIES**

4.1. By submitting a Proposal in response to this RFP, the Proponent certifies to the PURCHASER that:

- a) It has carefully examined the RFP documents and has a clear understanding of the SAL equipment required by the PURCHASER as described in this RFP.
- b) It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFP.

- c) It has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFP understanding that it is the PURCHASER's intent that these form the basis and circumstances under which a contract will be performed.
- d) It has put forth all of its comments and/or questions with respect to this RFP over the period that inquiries were allowed for and affirms its agreement that the PURCHASER has adequately responded to these concerns or questions in one manner or another through published Addenda.

4.2. By submitting a Proposal in response to this RFP, the Proponents are responsible for:

- a) Ensuring that the proposal is signed by an authorized official of the firm.
- b) Ensuring that all sections of the RFP have been addressed in the Proposal. Proponents that omit unit costs in a Price Schedule may result in the Proposal being declared incomplete and removed from further consideration.
- c) Ensuring that all sections of the RFP are complete and acknowledging that failing to complete any section of this RFP may result in disqualification.

## **5. CLARIFICATION OF THIS REQUEST FOR PROPOSAL (RFP)**

- 5.1. Proponents are responsible for requesting any clarification of the RFP, pursuant to Clause 6.1 of this RFP.
- 5.2. Proponents are responsible for advising the PURCHASER if, in their opinion, any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP.
- 5.3. Every attempt will be made by the PURCHASER to ensure that Proponents receive adequate and prompt responses within five (5) business days.
- 5.4. To ensure consistency and to maintain a fair and equitable RFP process, all Proponents will be required to check for any Addenda. Addenda could include:
  - a) Responses to questions submitted in writing concerning the RFP document, or
  - b) Amendments to the RFP document.

## **6. INQUIRIES AND ADDENDA**

- 6.1. All inquiries and questions regarding this RFP must be directed to the PURCHASER's contact specified herein.
- 6.2. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 6.3. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 6.4. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.
- 6.5. The final addendum will be released no later than the date outlined in Clause 2 – Proposed Schedule of Events (Date To Be Determined). It is the responsibility of the Proponents to confirm that the PURCHASER's contact has received their inquiries.

- 6.6. All Addenda referencing this RFP will form part of this RFP. Receipt of all Addenda should be acknowledged in a Proponent's RFP response. Failure to do so may result in the disqualification or rejection of a RFP response.
- 6.7. The Proponent is advised that all communications with the PURCHASER related to this RFP during the bidding process must be made directly and only with the PURCHASER's contact listed below. Information given verbally by any other person at the PURCHASER's office or any of its advisors, employees or representatives shall be nonbinding on the PURCHASER.
- 6.8. For further information regarding all aspects of this RFP, please contact:

Chairman  
The Tenders Board  
c/o Financial Secretary  
Ministry of Finance  
Cecil Wallace Whitfield Centre  
P.O. Box, N-3017, Nassau, Bahamas  
Telephone No.: 327-1530; E-mail: [tendersboard@bahamas.gov.bs](mailto:tendersboard@bahamas.gov.bs)

## **7. CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with Clause 6.

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|--------|---|
| PART 1 | Invitation and General Information<br>Section I. Instructions to Bidders (ITB)<br>Section II. Evaluation and Qualification Criteria<br>Section VII. Bidding Forms |
| PART 2 | Supply Requirements<br>Section IX. Schedule of Requirements   |
| PART 3 | Contract<br>Section IV. General Conditions of Contract (GCC)<br>Section V. Special Conditions of Contract (SCC)<br>Section VI. Contract Forms                     |

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## **8. NO LOBBYING**

- 8.1 Proponents and/or team members and advisors must not engage in any form of political or other lobbying whatsoever with respect to this bid solicitation or seek to influence the outcome of the RFP process. In the event of any such lobbying, the PURCHASER, at its sole and absolute discretion, may at any time disqualify a Proponent or reject any submission by a Proponent without further consideration. All correspondence or communication by Proponents must be directed to the RFP contact listed above.

## **9. PRE-CONSTRUCTION CONFERENCE**

- 9.1 Prior to construction of the SAL and related equipment, it will be necessary to have a pre-build conference with the PURCHASER to confirm all construction details and to ensure compliance with the Technical Specifications and Standards.

## **10. DELIVERY INSPECTION**

- 10.1 Upon delivery to the PURCHASER the SAL and related equipment shall be inspected in detail by the PURCHASER's delegate to ensure it has met all aspects of the RFP prior to the PURCHASER signing off on the SAL and related equipment.

## **11. LIABILITY FOR ERRORS**

- 11.1. While the PURCHASER has made considerable efforts to ensure an accurate representation of the content of this RFP, this information nevertheless is not warranted to be 100% accurate or necessarily completely comprehensive for the stated requirements. The PURCHASER therefore cannot and will not be held liable for the RFP content.
- 11.2. The PURCHASER does not accept responsibility for any information or any errors or omissions which may be contained in this Request for Proposal of the data, materials or documents disclosed or as provided to the bidders pursuant to this Request for Proposal.
- 11.3. The PURCHASER makes no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of this Request for Proposal or such data, materials or documents.
- 11.4. The PURCHASER shall not be responsible for any actions, costs, losses or liability whatsoever arising from any bidder's reliance or use of this Request for Proposal or any other technical or historical data, materials or documents provided by the PURCHASER.
- 11.5. The bidder is responsible for obtaining its own independent financial, legal, accounting and technical advice with respect to any information included in the Request for Proposal or in any data, materials, or documents provided or required by the PURCHASER.

## **12. INTERPRETATION OF THE SPECIFICATIONS**

- 12.1. Unless otherwise stated by the Proponent, the proposal will be considered as being in accordance with the specifications outlined in this Request for Proposal.
- 12.2. All goods or materials or equipment proposed shall be new and represent current production items manufactured or assembled from previously unused, processed or unprocessed raw materials or from newly manufactured sub-components, unless otherwise so stated in the RFP specifications.

## **13. COLLUSION**

- 13.1. By submitting a Proposal in response to this RFP, the Proponent shall have certified to the PURCHASER that:
  - a) The content of its Proposal for SAL equipment has been arrived at independently from those of any other Proponent;
  - b) The prices submitted have been submitted in a manner that have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, either directly or indirectly, to any other Proponent or competitor; and
  - c) No attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a Proposal, for the purpose of restricting competition.

## **C. REQUEST FOR PROPOSAL SUBMISSION REQUIREMENTS**

### **14. SUBMISSION OF PROPOSAL**

- 14.1. All Proposals submitted in response to this solicitation shall be in **duplicate** and hand delivered in a sealed envelope marked "**Tender for Solar Airfield Lighting**" as to contents and addressed to the following:

Chairman  
The Tenders Board  
c/o Financial Secretary  
Ministry of Finance  
Cecil Wallace Whitfield Centre  
P.O. Box, N-3017, Nassau, Bahamas  
Telephone No.: 327-1530; E-mail: tendersboard@bahamas.gov.bs

14.2. Proposals shall be received by October 8, 2020 (10:00 am).

14.3. Proposals received after the above due date and time will not be considered, and will be returned, unopened, to the Proponent.

**D. PREPARATION OF BIDS**

**15. COST OF BIDDING**

15.1. The Proponent shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**16. LANGUAGE OF BID**

16.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid shall also be in English.

**17. DOCUMENTS COMPRISING THE BID**

17.1. Four (4) complete original printed copies and one (1) complete electronic copy in PDF (jump drive) format must be included in the submission.

17.2. The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules;
- (b) Bid Security;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (d) Documentary evidence in accordance with Clauses 23 and 35, that the Goods and Related Services conform to the Bidding Documents;
- (e) Documentary evidence in accordance with Clause 22 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (f) Any other document required.

**18. BID SUBMISSION FORM AND PRICE SCHEDULES**

18.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section VII, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted without the written approval of the purchaser. All blank spaces shall be filled in with the information requested.

18.2. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section VII, Bidding Forms.

## **19. ALTERNATIVE BIDS**

19.1. Unless otherwise specified alternative bids shall not be considered.

## **20. BID PRICES AND DISCOUNTS**

20.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:

- I. All lots and items must be listed and priced separately in the Price Schedules.
- II. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- III. The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- IV. The terms CIP, FCA, CPT and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms 2020, published by The International Chamber of Commerce.
- V. Prices shall be quoted as specified in each Price Schedule included in Section VII, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through reputable carriers approved by the purchaser. Prices shall be entered in the following manner:

**a. For Goods of origin outside the Purchaser's Country, to be imported:**

- i. the price of the Goods quoted CIP (named place of destination), in the Purchaser's Country, as specified;
- ii. in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place), if so specified;

**b. For Goods of origin outside the Purchaser's Country, already imported:**

- i. the price of the Goods quoted CIP (named place of destination), in the Purchaser's country, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
- ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- iii. the price of the Goods, quoted in CIP (named place of destination), in the Purchaser's country, excluding the custom duties and other import taxes already paid or to be paid on the Goods already imported that is obtained as the difference between (i) and (ii) above;
- iv. any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and



**c. For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:**

- i. the price of each item comprising the Related Services (inclusive of any applicable taxes).

20.2. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to Clause 35.

20.3. Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with Sub-Clause 20.1 (IV) provided the bids for all lots are submitted and opened at the same time.

**21. CURRENCIES OF BID**

21.1. The Bidder shall quote in United States Dollars (USD).

**22. DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE BIDDER**

22.1. To establish their eligibility, Bidders shall complete the Bid Submission Form, included in Section VII, Bidding Forms.

22.2. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**23. DOCUMENTS ESTABLISHING THE CONFORMITY OF THE GOODS AND RELATED SERVICES**

23.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IX, Schedule of Requirements.

23.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

23.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period of one year following commencement of the use of the goods by the Purchaser.

23.4. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**24. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER**

24.1. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- a. that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section VII Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- b. that in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c. that the Bidder meets each of the qualification criterion specified in Section II, Evaluation and Qualification Criteria.

**25. PERIOD OF VALIDITY OF BIDS**

- 25.1. Bids shall remain valid for a period of 90 days after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 25.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of
- 25.3. Validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided below.
- 25.4. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**26. BID SECURITY**

- 26.1. The Bidder shall furnish as part of its bid, a Bid Security (issued by a bank or a surety).
- 26.2. The Bid Security shall be **10% of the contract Value** and denominated in the currency of the Purchaser's choice, and shall:
  - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section VII, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in Clause 26.5 are invoked;
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with Clause 25.2;

26.3. If a Bid Security is required in accordance with Sub-Clause 26.1, any bid not accompanied by a substantially responsive Bid Security in accordance with Sub-Clause 26.1, shall be rejected by the Purchaser as non-responsive.

26.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Clause 47.

26.5. The Bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in Sub-Clause 25.2; or

(b) if the successful Bidder fails to:

i. sign the Contract in accordance with Clause 46;

ii. furnish a Performance Security in accordance with Clause 47.

26.6. The Bid Security of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section VII "Bidding Forms," Bidder Information Form Item 7.

## **27. FORMAT AND SIGNING OF BID**

27.1. The Bidder shall prepare one original of the documents comprising the bid as described in Clause 17 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit FOUR (4) copies of the bid, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

27.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

27.3. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **E. SUBMISSION AND OPENING OF BIDS**

### **28. SUBMISSION, SEALING AND MARKING OF BIDS**

28.1. Bidders may always submit their bids by registered mail, courier, or by hand. No submissions will be accepted via email.

28.2. Bidders submitting bids by registered mail, courier, or by hand, shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "Original" and "Copy." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be as follows.

28.3. The inner and outer envelopes shall:

a. Bear the name and address of the Bidder;

b. be addressed as follows:

Chairman  
The Tenders Board  
c/o Financial Secretary  
Ministry of Finance  
Cecil Wallace Whitfield Centre  
P.O. Box, N-3017, Nassau, Bahamas  
Telephone No.: 327-1530; E-mail: tendersboard@bahamas.gov.bs

- c. bear the specific identification of this bidding process indicated in the invitation and any additional identification marks as specified; and
- d. bear a warning not to open before the specified time and date for bid opening.

28.4. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### **29. DEADLINE FOR SUBMISSION OF BIDS**

29.1. Bids must be received by the Purchaser at the address in 28.3 and no later than the date and time, October 8, 2020.

29.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **30. LATE BIDS**

30.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

### **31. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

31.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a) submitted in accordance with Clauses 27 and 28 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
- b) received by the Purchaser prior to the deadline prescribed for submission of bids.

31.2. Bids requested to be withdrawn shall be returned unopened to the Bidders.

31.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

### **32. BID OPENING**

32.1. The Purchaser shall conduct the bid opening on October 13, 2020 at the:

The Tenders Board  
Ministry of Finance  
Cecil Wallace Whitfield Centre  
Nassau, Bahamas

32.2. First, envelopes marked “**WITHDRAWAL**” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “**SUBSTITUTION**” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the

substitution and is read out at bid opening. Envelopes marked “**MODIFICATION**” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

32.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts; the presence of a Bid Security; and any other details as the Purchaser may consider appropriate. Only discounts read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids.

32.4. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## **F. EVALUATION AND COMPARISON OF BIDS**

### **33. CONFIDENTIALITY**

33.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

33.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

33.3. Notwithstanding the above, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

### **34. CLARIFICATION OF BIDS**

34.1. To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered.

34.2. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.

### **35. RESPONSIVENESS OF BIDS**

35.1. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.

35.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

35.3. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **36. NONCONFORMITIES, ERRORS, AND OMISSIONS**

36.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

36.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

36.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

### **37. PRELIMINARY EXAMINATION OF BIDS**

37.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in Clause 17 have been provided, and to determine the completeness of each document submitted.

37.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- a) Bid Submission Form; or
- b) Price Schedules; or
- c) Bid Security

### **38. EXAMINATION OF TERMS AND CONDITIONS; TECHNICAL EVALUATION**

38.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

38.2. The Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section IX, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

38.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance.

### **39. EVALUATION OF BIDS**

39.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

39.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

39.3. To evaluate a Bid, the Purchaser shall consider the following:

- a. evaluation will be done for Items or Lots, as specified; and the Bid Price as quoted;

*NOTE: Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.*

- b. price adjustment for correction of arithmetic errors;
- c. price adjustment due to discounts;
- d. adjustments due to the application of the evaluation criteria set out in Section II, Evaluation and Qualification Criteria;

*NOTE: There will be no deviation in Delivery Schedule. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

39.4. The Purchaser's evaluation of a bid will exclude and not take into account:

- a. in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- b. any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

39.5. **The Purchaser's Evaluation** of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in **Section II, Evaluation and Qualification Criteria**. The factors, methodologies and criteria to be used shall be as specified in the note to Clause 39.3 (d).

39.6. These Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section II, Evaluation and Qualification Criteria.

**40. COMPARISON OF BIDS**

40.1. The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid.

**41. POST-QUALIFICATION OF THE BIDDER**

41.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

41.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 22.

41.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**42. PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

42.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**G. AWARD OF CONTRACT**

**43. AWARD CRITERIA**

43.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified in the Purchaser's sole opinion to perform the Contract satisfactorily.

**44. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

44.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section IX, Schedule of Requirements without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**45. NOTIFICATION OF AWARD**

45.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

45.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

45.3. The Purchaser shall publish the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

45.4. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Clause 46, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 26.4.

**46. SIGNING OF CONTRACT**

46.1. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.



46.2. Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

46.3. Notwithstanding 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **47. PERFORMANCE SECURITY**

47.1. Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to Sub-Clause 26.4.

47.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## **SECTION II. EVALUATION AND QUALIFICATION CRITERIA**

*This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.*

### **1. EVALUATION CRITERIA**

Clause 39.3 (d)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with Clause 20.2, one or more of the following factors:

1.1. Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section IX, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in Sub-Clause 39.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section. IX, Delivery Schedule.

1.2. Deviation in payment schedule.

- a) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

1.3. Cost of major replacement components, mandatory spare parts, and service.

- a) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

1.4. Availability to provide spare parts to the Purchaser's Country within 48 hours of ordering and after sales services to be available on island within 24 hours of request for equipment offered in the bid.

1.5. Specific additional criteria.

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in Sub-Clause 39.3(d)]*

## **2. MULTIPLE CONTRACTS**

Clause 39.6

2.1. The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section VII, Sub-Section 41.2 Post-Qualification Requirements).

2.2. The Purchaser shall:

- a) Evaluate only lots or contracts that include prices quoted for 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
- b) Take into account:
- i. the lowest-evaluated bid for each lot and
  - ii. the price reduction per lot and the methodology for its application as offered by the Bidder in its bid".

## **3. POST QUALIFICATION REQUIREMENTS**

Clause 41

3.1. After determining the lowest-evaluated bid in accordance with Sub-Clause 40.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with Clause 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- a) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
- Documented evidence of 20 similar projects in the past 10 years;
  - Documented evidence of similar projects showing at least 4 individual airports conducted under a single contract;
  - Supplier support letters from sub-suppliers of all equipment that is not manufactured directly by the bidder. These support letters will contain:
    - o Support for the Bidder's bid
    - o Support for any warranty conditions;

- Evidence of technical support and technical training for at least 10 years in The Bahamas airports environment, including Bahamas Civil Aviation Department, Bahamas Airport Authority, The Bahamas Ministry of Tourism and Aviation and Bahamas family island airport operators.
- b) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:
- that the SAL and related equipment meet ICAO and FAA standards;
  - Solar charging profiles for each model of equipment, showing a minimum of 55 hours operating autonomy in worst case charging and operating capabilities in each month of the year.

## **PART 2. SPECIFICATIONS FOR SOLAR AIRFIELD LIGHTING**

### **SECTION III. RUNWAY LIGHTING**

#### **ITEM #1 SOLAR RUNWAY EDGE LIGHT**

##### **1.0 Overview**

**1.1** The climate of The Bahamas is particularly challenging, with salt-laden marine air and seawater flood risk being very hard on equipment. The solar Runway Lights shall be:

**1.1.1** Provided by an ISO9001:2015 certified facility that has been manufacturing such equipment for no less than 10 years.

**1.1.2** Offer proven, verified examples of the offered equipment surviving seawater submersion for at least 3 days without damage.

**1.1.3** Offer Airfield Lighting that is currently in use in The Bahamas.

**1.1.4** The lights must be self-contained with no external wiring, no external antennae and no separate solar panel.

##### **2.0 Light Characteristics**

**2.1** The light shall use a multiple ultra-high intensity LEDs.

**2.2** The light shall have a peak intensity (steady-on) of:

**2.2.1** White light output 275.0cd

**2.3** The light shall have a horizontal output as per L861 and L861E

**2.4** The light shall have a vertical divergence as per L861 and L861E

**2.5** The light shall have flash characteristics available, including:

**2.5.1** steady-on

**2.5.2** Morse Code

**2.5.3** RF sequenced flashing

**2.5.4** GPS synchronized flashing

**2.6** The light shall have three (3) intensity adjustments being Low, Medium and High

**2.7** The light shall have Radio Frequency control using unlicensed frequency band 2.4 Ghz

**2.8** When operating by radio control, the light shall use an encrypted repeating mesh network to expand communication range.

##### **3.0 Electrical Characteristics**

**3.1** The light shall have integrated circuit protection

**3.2** The light shall have an operating voltage of 12v.

**3.3** The light shall have an operating temperature range between -40 to 80°C.

##### **4.0 Solar Characteristics**

**4.1** The light shall use four (4) multi-crystalline solar modules.

**4.2** The total output of the solar module shall be 20watts. (4 x 5watt)

4.3 The solar module efficiency shall be 21%.

## 5.0 Power Supply

5.1 The light shall use a user-replaceable SLA (Sealed Lead Acid) battery.

5.2 The battery capacity shall be 12Ah.

5.3 The nominal voltage shall be 12v.

5.4 The light shall have a minimum battery autonomy of 55 hours in FAA Medium Intensity levels (125cd).

## 6.0 Physical Characteristics

6.1 The body of the light shall be manufactured from UV-stabilized LEXAN, polycarbonate.

6.2 The light lens shall be manufactured from UV-stabilized acrylic.

6.3 The light shall have a lens diameter of 171.5mm (6 inches).

6.4 The light shall have a mounting pattern using 4 hole 200mm bolt pattern.

6.5 The light shall have a height of 405mm (15.9 inches).

6.6 The light shall have a width of 234mm (9<sup>1</sup>/<sub>8</sub> inches).

6.7 The light shall have a mass of 14kg (30<sup>7</sup>/<sub>8</sub>lbs).

## 7.0 Handheld Remote Control

7.1 The light will be activated via a Handheld Remote Controller.

7.2 The Handheld Remote Controller will operate at a frequency of 2.4GHz.

7.3 The Handheld Remote Controller will be FCC / CE Compliant

7.4 The Handheld Remote Controller will have 128bit security encryption.

7.5 The Handheld Remote Controller will allow the following operations to be activated:

7.5.1 LED Intensity. Factory set to 3 x different intensities.

7.5.2 LED Grouping, e.g. Visible or IR.

7.5.3 Light Grouping, each light can be programmed to work in at least 10 x separate groups within a single airfield.

7.5.4 Lighting Characteristics – each light can be set to work as either Steady On or with up to 250 x Flash Codes including Morse Code and RF sequenced and synchronized flashing.

7.5.5 Battery Diagnostic Function – using the Hand Held Remote each light can display if the internal battery is above or below a factory set voltage.

## 8.0 Environmental Factors

8.1 The light shall meet the following environmental factors:

8.1.1 Humidity: 0 to 100%, MIL-STD-810F

8.1.2 Icing: 3.41kg per square cm / 48.5lbs per square inch

- 8.1.3 Wind Speed: up to 160kph / 100mph
- 8.1.4 Shock: MIL-STD-202, Test Condition H, Method 213
- 8.1.5 Vibration: MIL-STD202, Test Condition B, Method 204
- 8.1.6 Waterproof: IP68 at a minimum

**9.0 Certifications (all certification certificates to accompany bid)**

- 9.1 The light shall be IP68 waterproof. Test certificate must clearly state the model number of the offered light.
- 9.2 The light shall meet CE EN61000-6-3:2007. EN61000-6-1:2007.
- 9.3 The manufacturer shall be ISO9001:2015 certified.

**10.0 Compliance (Test Certificates to accompany bid)**

- 10.1 The light shall be supplied with an optic to meet either:
  - 10.1.1 Photometrics and chromaticity for ICAO Annex 14 Volume 1, ‘Aerodrome Design and Operations’, Fourth edition July 2004. Runway Edge - paragraph 5.3.9. Appropriate for use as threshold - paragraph 5.3.10, 5.3.11 threshold light or end light Approach - paragraph 5.3.4.1A & B, 5.3.4.8 simple approach lighting system; or
  - 10.1.2 Photometrics and chromaticity for FAA AC/150-5345-46D L861 (High Intensity Mode).

**11.0 Warranty**

The light shall have a three (3) year warranty full product warranty, excluding battery which will have a warranty of one (1) year.

**ITEM #2 SOLAR RUNWAY EDGE LIGHT (YELLOW/WHITE),**

**1.0 Overview**

- 1.1 The climate of The Bahamas is particularly challenging, with salt-laden marine air and seawater flood risk being very hard on equipment. The solar Runway Lights shall be:
  - 1.1.1 Provided by an ISO9001:2015 certified facility that has been manufacturing such equipment for no less than 10 years.
  - 1.1.2 Offer proven, verified examples of the offered equipment surviving seawater submersion for at least 3 days without damage.
  - 1.1.3 Offer Airfield Lighting that is currently in use in The Bahamas.
  - 1.1.4 The lights must be self-contained with no external wiring, no external antennae and no separate solar panel.

**2.0 Light Characteristics**

- 2.1 The light shall use a multiple ultra-high intensity LEDs.
- 2.2 The light output shall be available in red, green, white, yellow, blue bidirectional combinations.
- 2.3 The light shall have a peak intensity (steady-on) of:
  - 2.3.1 White light output 275.0cd for 180°
  - 2.3.2 Yellow light output 92.5cd for 180°

- 2.4 The light shall have a horizontal output as per L861 and L861E.
- 2.5 The light shall have a vertical divergence as per L861 and L861E.
- 2.6 The light shall have flash characteristics available, including:
  - 2.6.1 steady-on,
  - 2.6.2 Morse Code
  - 2.6.3 RF sequenced flashing
  - 2.6.4 GPS synchronized flashing
- 2.7 The light shall have three (3) intensity adjustments being Low, Medium and High
- 2.8 The light shall have Radio Frequency control using unlicensed frequency band 2.4 Ghz
- 2.9 When operating by radio control, the light shall use an encrypted repeating mesh network to expand communication range.

### **3.0 Electrical Characteristics**

- 3.1 The light shall have integrated circuit protection
- 3.2 The light shall have an operating voltage of 12v.
- 3.3 The light shall have an operating temperature range between -40 to 98°C.

### **4.0 Solar Characteristics**

- 4.1 The light shall use four (4) multi-crystalline solar modules.
- 4.2 The total output of the solar module shall be 20watts. (4 x 5watt)
- 4.3 The solar module efficiency shall be 21%.

### **5.0 Power Supply**

- 5.1 The light shall use a user-replaceable SLA (Sealed Lead Acid) battery.
- 5.2 The battery capacity shall be 12Ah.
- 5.3 The nominal voltage shall be 12v.
- 5.4 The light shall have a minimum battery autonomy of 55 hours in FAA Medium Intensity levels (125cd).

### **6.0 Physical Characteristics**

- 6.1 The body of the light shall be manufactured from UV-stabilized LEXAN. polycarbonate.
- 6.2 The light lens shall be manufactured from UV-stabilized acrylic.
- 6.3 The light shall have a lens diameter of 171.5mm (6. inches).
- 6.4 The light shall have a mounting pattern using 4-hole 200mm bolt pattern.
- 6.5 The light shall have a height of 405mm (15.9 inches).

6.6 The light shall have a width of 234mm (9.2 inches).

6.7 The light shall have a mass of 14kg (30.8lbs).

#### **7.0 Handheld Remote Control**

7.1 The light will be activated via a Handheld Remote Controller.

7.2 The Handheld Remote Controller will operate at a frequency of 2.4GHz.

7.3 The Handheld Remote Controller will be FCC / CE Compliant

7.4 The Handheld Remote Controller will have 128bit security encryption.

7.5 The Handheld Remote Controller will allow the following operations to be activated:

7.5.1 LED Intensity. Factory set to 3 x different intensities.

7.5.2 LED Grouping, e.g. Visible or IR

7.5.3 Light Grouping, each light can be programmed to work in at least 10 x separate groups within a single airfield.

7.5.4 Lighting Characteristics – each light can be set to work as either Steady On or with up to 250 x Flash Codes including Morse Code and RF sequenced and synchronized flashing

7.5.5 Battery Diagnostic Function – using the Handheld Remote each light can display if the internal battery is above or below a factory set voltage.

#### **8.0 Environmental Factors**

8.1 The light shall meet the following environmental factors:

8.1.1 Humidity: 0 to 100%, MIL-STD-810F

8.1.2 Icing: 3.41kg per square cm / 48.5lbs per square inch

8.1.3 Wind Speed: up to 160kph / 100mph

8.1.4 Shock: MIL-STD-202, Test Condition H, Method 213

8.1.5 Vibration: MIL-STD202, Test Condition B, Method 204

8.1.6 Waterproof: IP68 at a minimum

#### **9.0 Certifications (all certification certificates to accompany bid)**

9.1 The light shall be IP68 waterproof. Test certificate must clearly state the model number of the offered light.

9.2 The light shall meet CE EN61000-6-3:2007. EN61000-6-1:2007.

9.3 The manufacturer shall be ISO9001:2015 certified.

#### **10.0 Compliance (Test Certificates to accompany bid)**

10.1 The light shall be supplied with an optic to meet either:



**10.1.1** Photometrics and chromaticity for ICAO Annex 14 Volume 1, 'Aerodrome Design and Operations', Fourth edition July 2004. Runway Edge - paragraph 5.3.9. Appropriate for use as threshold - paragraph 5.3.10, 5.3.11 threshold light or end light Approach - paragraph 5.3.4.1A & B, 5.3.4.8 simple approach lighting system. OR

**10.1.2** Photometrics and chromaticity for FAA AC/150-5345-46D L861 (High Intensity Mode).

### **11.0 Warranty**

The light shall have a three (3) year warranty full product warranty, excluding battery which will have a warranty of one (1) year.

### **ITEM #3 SOLAR THRESHOLD/RUNWAY END LIGHT (COMBINED FIXTURE)**

#### **1.0 Overview**

**1.1** The climate of The Bahamas is particularly challenging, with salt-laden marine air and seawater flood risk being very hard on equipment. The solar Runway Lights shall be:

**1.1.1** Provided by an ISO9001:2015 certified facility that has been manufacturing such equipment for no less than 10 years.

**1.1.2** Offer proven, verified examples of the offered equipment surviving seawater submersion for at least 3 days without damage.

**1.1.3** Offer Airfield Lighting that is currently in use in The Bahamas.

**1.1.4** The lights must be self-contained with no external wiring, no external antennae and no separate solar panel.

#### **2.0 Light Characteristics**

**2.1** The light shall use a multiple ultra-high intensity LEDs.

**2.2** The light output shall be available in red, green, white, yellow, blue bidirectional combinations.

**2.3** The light shall have a peak intensity (steady-on) of:

**2.3.1** Red light output 25.0cd

**2.3.2** Green light output 370.0cd

**2.4** The light shall have a horizontal output as per L861 and L861E.

**2.5** The light shall have a vertical divergence as per L861 and L861E.

**2.6** The light shall have flash characteristics available, including:

**2.6.1** steady-on,

**2.6.2** Morse Code

**2.6.3** RF sequenced flashing

**2.6.4** GPS synchronized flashing

**2.7** The light shall have three (3) intensity adjustments being Low, Medium and High

2.8 The light shall have Radio Frequency control using unlicensed frequency band 2.4 Ghz.

2.9 When operating by radio control, the light shall use an encrypted repeating mesh network to expand communication range.

### 3.0 Electrical Characteristics

3.1 The light shall have integrated circuit protection

3.2 The light shall have an operating voltage of 12v.

3.3 The light shall have an operating temperature range between -40 to 80°C.

### 4.0 Solar Characteristics

4.1 The light shall use four (4) multi-crystalline solar modules.

4.2 The total output of the solar module shall be 20watts. (4 x 5watt)

4.3 The solar module efficiency shall be 21%.

### 5.0 Power Supply

5.1 The light shall use a user-replaceable SLA (Sealed Lead Acid) battery.

5.2 The battery capacity shall be 12Ah.

5.3 The nominal voltage shall be 12v.

5.4 The light shall have a minimum battery autonomy of 55 hours in FAA Medium Intensity levels (125cd).

### 6.0 Physical Characteristics

6.1 The body of the light shall be manufactured from UV-stabilized LEXAN, polycarbonate.

6.2 The light lens shall be manufactured from UV-stabilized acrylic.

6.3 The light shall have a lens diameter of 171.5mm (6. inches).

6.4 The light shall have a mounting pattern using 4-hole 200mm bolt pattern.

6.5 The light shall have a height of 405mm (15.9 inches).

6.6 The light shall have a width of 234mm (9. 2/3 inches).

6.7 The light shall have a mass of 14kg (30 7/8 lbs).

### 7.0 Handheld Remote Control

7.1 The light will be activated via a Handheld Remote Controller.

7.2 The Handheld Remote Controller will operate at a frequency of 2.4GHz.

7.3 The Handheld Remote Controller will be FCC / CE Compliant.

7.4 The Handheld Remote Controller will have 128bit security encryption.

7.5 The Handheld Remote Controller will allow the following operations to be activated:

- 7.5.1 LED Intensity. Factory set to 3 x different intensities.
- 7.5.2 LED Grouping, e.g. Visible or IR.
- 7.5.3 Light Grouping, each light can be programmed to work in at least 10 x separate groups within a single airfield.
- 7.5.4 Lighting Characteristics – each light can be set to work as either Steady On or with up to 250 x Flash Codes including Morse Code and RF sequenced and synchronized flashing.
- 7.5.5 Battery Diagnostic Function – using the Handheld Remote each light can display if the internal battery is above or below a factory set voltage.

## **8.0 Environmental Factors**

**8.1** The light shall meet the following environmental factors:

- 8.1.1 Humidity: 0 to 100%, MIL-STD-810F
- 8.1.2 Icing: 3.41kg per square cm / 48.5lbs per square inch.
- 8.1.3 Wind Speed: up to 160kph / 100mph.
- 8.1.4 Shock: MIL-STD-202, Test Condition H, Method 213.
- 8.1.5 Vibration: MIL-STD202, Test Condition B, Method 204.
- 8.1.6 Waterproof: IP68 at a minimum

## **9.0 Certifications (all certification certificates to accompany bid)**

- 9.1 The light shall be IP68 waterproof. Test certificate must clearly state the model number of the offered light.
- 9.2 The light shall meet CE EN61000-6-3:2007. EN61000-6-1:2007.
- 9.3 The manufacturer shall be ISO9001:2015 certified.

## **10.0 Compliance (Test Certificates to accompany bid)**

**10.1** The light shall be supplied with an optic to meet either:

- 10.1.1 Photometrics and chromaticity for ICAO Annex 14 Volume 1, ‘Aerodrome Design and Operations’, Fourth edition July 2004. Runway Edge - paragraph 5.3.9. Appropriate for use as threshold - paragraph 5.3.10, 5.3.11 threshold light or end light Approach - paragraph 5.3.4.1A & B, 5.3.4.8 simple approach lighting system. OR
- 10.1.2 Photometrics and chromaticity for FAA AC/150-5345-46D L861 (High Intensity Mode).

## **11.0 Warranty**

The light shall have a three (3) year warranty full product warranty, excluding battery which will have a warranty of one (1) year.

## **ITEM #4 REFLECTIVE TAXIWAY REFLECTOR**

### **1.0 Marker Characteristics**

- 1.1 Low intensity retro reflective taxiway marker designed for night operation on un-lit or in conjunction with lit taxiways, aprons and hazard areas.

- 1.2 Has a reflective range of 1000m (3300 ft).
- 1.3 Body shall be made from Heavy Duty PVC, UV stabilized.
- 1.4 Must include with 1/16" x 10" aircraft cable tether.
- 1.5 The reflective sleeve must be removable and replaceable.
- 1.6 Body and mounting must be frangible.
- 1.7 Shall withstand wind loads up to 200 kph (125 mph).
- 1.8 Shall be weatherproof for ice, snow and rain.

## **2.0 Options**

- 2.1 Colour: Blue is standard but others available.
- 2.2 Height: 24" standard and 17" available.
- 2.3 Mounting: Stake, Polyethylene Base or Galvanized Steel Floor Flange.
- 2.4 Permanent or Portable.

## **3.0 Compliance**

- 3.1 ICAO Annex 14 5.5.5.3
- 3.2 FAA AC 150/5345-39D L853
- 3.3 TP312 5.5

## **4.0 Warranty**

- 4.1 Warranty shall be a minimum of 1 year

## **ITEM #5 SOLAR LED INTERNALLY ILLUMINATED WINDCONE**

### **1.0 Overview**

- 1.1 The windcone shall be manufactured by a company with at least 30 years' experience manufacturing windcones.
- 1.2 The Windcone shall be an all-in-one design, with a single concrete foundation and no underground wiring.
- 1.3 The windcone model shall be currently in use in The Bahamas.

### **2.0 Physical Characteristics**

- 2.1 The solar powered windcone shall have a sock diameter of 36", a sock length of 12 feet and an overall height in excess of 18 feet.
- 2.2 The solar powered windcone shall be aluminum construction, with a counter-weighted tilt-pole for easy servicing by one person.
- 2.3 The windcone shall be frangible.

- 2.4 The windcone shall be internally illuminated.
- 2.5 The windsock fabric shall be alternating Orange and White bands, in compliance with ICAO Annex 14 Volume 1.

### **3.0 Electrical Characteristics**

- 3.1 The LED luminaire shall have a life expectancy of 60,000 hours.
- 3.2 The electrical voltage shall be 12V.
- 3.3 The solar panel shall be a minimum of 90 watts.
- 3.4 The battery shall be sized to provide a minimum of 5 days autonomy.
- 3.5 The battery shall be approved for air transport.
- 3.6 The windcone shall have an FAA-certified L810 obstruction light mounted at the highest point.

### **4.0 Warranty**

- 4.1 The Warranty shall be as follows:
  - 4.1.1 Wind Cone: 3 years
  - 4.1.2 Solar Panel: 5 years
  - 4.1.3 Batteries: 1 year
  - 4.1.4 Fabric: 1 year
  - 4.1.5 Obstruction light: 3 years

## **ITEM #6 SOLAR LED PRECISION APPROACH PATH INDICATOR (PAPI)**

### **1.0 Overview**

- 1.1 The Solar LED DC PAPI shall have been installed and/or currently operating at more than 20 airfields with customer contact information and installation pictures provided.
- 1.2 The Solar LED DC PAPI be capable of being powered by a frangible solar power system.
- 1.3 Installation of the LED PAPI shall be overseen by a company that has performed a minimum of 10 previous installations of solar-powered LED PAPI systems with pictures and customer contact information provided.
- 1.4 The supplier shall provide two persons to attend the installation of the PAPI and all other equipment. These persons shall be responsible for the lighting design, overseeing of installation, commissioning of equipment and training of the operations staff on operation and maintenance. These persons shall have at a minimum:
  - 10 years' experience with Solar Airfield Lighting installation.
  - Over 20 installations completed, on site.
  - Over 20 training courses conducted globally.
  - Be certified by the manufacturer for PAPI installation, with a training record and certificate.
  - At least one person shall be a qualified engineer.

### **2.0 Light Characteristics**

- 2.1 The visible characteristic of the Solar LED DC PAPI system shall conform to L-880, L-881 or ICAO Annex 14 photometric standards.
- 2.2 The Solar LED DC PAPI system shall be composed as a minimum of 4 Light Housing Assemblies (LHAs), and one Power Control Unit.
- 2.3 The individual LHAs shall have a weight of less than 75 lbs.
- 2.4 The PAPI LHAs and PCU shall be painted aviation yellow.

### **3.0 Electrical Characteristics**

- 3.1 The LED lighting shall have an operating voltage of 24 volts DC.
- 3.2 The PAPI shall be activated by switches enclosed in the PCU or by a handheld radio controller.
- 3.3 The radio controller shall control on/off and intensity functions.
- 3.4 The Solar LED DC PAPI units shall connect to the power control unit via underground conduit with zero electrical connections to be below ground.

### **4.0 Power Supply**

- 4.1 The system shall be a standalone frangible solar power system and shall have been installed and currently operating at more than 20 airfields with customer contact information and installation pictures provided.
- 4.2 The system shall be fully integrated and sole sourced from one manufacturer with 10 or more years of experience in designing and supplying complete, integrated photovoltaic, frangible solar power systems for Solar LED DC PAPI operations.
- 4.3 The Solar array shall be supported by a Low-Profile Ground Mount Solar Module Structure with Frangible Coupling mounting feet: Aluminum, Fixed Tilt, Stainless Steel Hardware.
- 4.4 The system shall include a Solar Array Wiring Harness: Sunlight Resistant Quick Connect Module Output Cables, NEMA 3R Array Combiner Box with Circuit Breakers, Cable Strain Reliefs, Lay-in Ground Lugs.
- 4.5 The solar control system shall be 24VDC Charge and Load Controllers.
- 4.6 The solar control system shall be 24V 530AH Battery Bank: Sealed Gelled Electrolyte Battery Bank using four, 12V 265AH Group 8D Batteries wired 2 in series by 2 in parallel.
- 4.7 The system shall be Preassembled, and factory tested for quality assurance prior to shipping.
- 4.8 The bid submittals shall include One- and Three-Line Drawings and Installation/Operation.

### **5.0 Environmental**

- 5.1 Ingress Protection: NEMA 4 and EN 60529 IP 55
- 5.2 Temperature: -55°C to +55°C
- 5.3 Wind Loading: 100mph

### **6.0 Certifications**

- 6.1 Testing to ICAO Annex 14 Vol. 1 dated July 2016.

**6.1.1** Clause 5.3.5.32 Light Distribution

**6.1.2** Clause 1.2.3 Chromaticity

**6.1.3** Clause 5.3.5.30 Color Transition

## **7.0 Warranty**

7.1 The Warranty shall be 3 years

## **Part 3. CONTRACT**

### **SECTION IV. GENERAL CONDITIONS OF CONTRACT**

#### **1.0 Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (f) "GCC" means the General Conditions of Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) "SAL" means Solar Airfield Lighting as described in the Technical Specifications and Certifications section.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (m) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

#### **2.0 Contract Documents**

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.

#### **3.0 Interpretation**

3.1 If the context so requires it, singular means plural and vice versa:

3.2 Incoterms



- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
  - (b) The terms CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 3.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 3.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 3.5 Nonwaiver
  - (a) Subject to GCC Sub-Clause 3.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
  - (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 3.6 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **4.0 Language**

- 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **5.0 Joint Venture, Consortium or Association**

- 5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **6.0 Notices**

- 6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 6.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **7.0 Governing Law**

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.

## **8.0 Settlement of Disputes**

8.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

8.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **9.0 9. Inspections and Audit by the Purchaser**

9.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Purchaser if requested by the Purchaser.

## **10.0 Scope of Supply**

10.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **11.0 Delivery of Documents**

11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

## **12.0 Supplier's Responsibilities**

12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

## **13.0 Contract Price**

13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

## **14.0 Terms of Payment**

14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 14.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 14.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

#### **15.0 Taxes and Duties**

- 15.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 15.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 15.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **16.0 Performance Security**

- 16.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

#### **17.0 Copyright**

- 17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### **18.0 Confidential Information**

- 18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.

- 18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 18.3 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract.
  - (b) now or hereafter enters the public domain through no fault of that party.
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 18.4 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 18.5 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

### **19.0 Subcontracting**

- 19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

### **20.0 Specifications and Standards**

- 20.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section IX, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 31.

### **21.0 Packing and Documents**

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the

packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

## **22.0 Insurance**

- 22.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

## **23.0 Transportation**

- 23.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

## **24.0 Inspections and Tests**

- 24.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 24.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 24.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 24.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 24.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 24.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 24.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 24.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 24.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 24.4.

- 24.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 24.6, shall release the Supplier from any warranties or other obligations under the Contract..

### **25.0 Liquidated Damages**

- 25.1 Except as provided under GCC Clause 30, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

### **26.0 Warranty**

- 26.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 26.2 Subject to GCC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 26.3 Unless otherwise specified in the SCC, the warranty shall remain valid for thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.
- 26.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 26.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 26.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract..

### **27.0 Patent Indemnity**

- 27.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 27.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the

use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 27.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 27.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 27.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 27.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 27.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **28.0 Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct,
  - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

## **29.0 Changes in Laws and Regulations**

- 29.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

## **30.0 Force Majeure**

- 30.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 30.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 30.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **31.0 Change Orders and Contract Amendments**

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **32.0 Extension of Time**

- 32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 32.2 Except in case of Force Majeure, as provided under GCC Clause 30, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.

### **33.0 Termination**

- 33.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
    - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;



- ii. if the Supplier fails to perform any other obligation under the Contract; or
- iii. if the Supplier, in the judgment of the Purchaser has engaged in prohibited practices, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 33.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 33.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 34.0 Assignment

- 34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## 35.0 Export Restriction

- 35.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 33.3.

### Section V. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: The Bahamas
GCC 1.1(j)	The Purchaser is: The Airport Authority.
GCC 1.1 (o)	<p>The Project Site(s)/Final Destination(s) is/are:</p> <ol style="list-style-type: none"> <li>1. Moores Island, Abaco</li> <li>2. Sandy Point, Abaco</li> <li>3. Spring Point, Acklins</li> <li>4. Congo Town, Andros</li> <li>5. Mangrove Cay, Andros</li> <li>6. New Bight, Cat Island</li> <li>7. Black Point, Exuma</li> <li>8. Matthew Town, Inagua</li> <li>9. San Andros, Andros</li> <li>10. Great Harbour Cay</li> </ol>
GCC 3.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 3.2 (b)	The version edition of Incoterms shall be 2020
GCC 4.1	The language shall be: <i>English</i>
GCC 6.1	<p>For notices, the Purchaser's address shall be:</p> <p style="text-align: center;"><i>Mr. Milo B. Butler III General Manager Airport Authority Lynden Pindling International Airport P.O. Box, AP-59222 Nassau, Bahamas Telephone: 1-242-702-7000 Facsimile number: 1-242-377-1317 Electronic mail address: mbutler@airportsbahamas.com</i></p>
GCC 7.1	The governing law shall be the law of: The Commonwealth of The Bahamas

GCC 8.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>a) <i>Contract with foreign Supplier:</i>  <i>[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 8.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 8.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 8.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 8.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>
GCC 11.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ol style="list-style-type: none"> <li>1. <i>A negotiable bill of lading, a non-negotiable sea way bill, or an airway bill.</i></li> <li>2. <i>Insurance certificate,</i></li> <li>3. <i>Manufacturer’s or Supplier’s warranty certificate,</i></li> <li>4. <i>Quality Assurance inspection certificate.</i></li> </ol>

	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 13.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
GCC 14.1	<p>GCC 14.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in United States Dollars in the following manner:</p> <ul style="list-style-type: none"> <li>i. Advance Payment: Upon the execution of the contract, ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract.</li> <li>ii. 30 Days after Shipment: (20) percent of the Contract Price of the Goods shipped shall be paid through direct wire transfer. The 30 Days commences upon submission of documents specified in GCC Clause 11.</li> <li>iii. At completion of Training and Commissioning: (10) percent of the Contract Price of the Goods shipped shall be paid through direct wire transfer within 30 days of the Site Acceptance Test specified in GCC Clause 24.</li> <li>iv. 150 Days after Shipment: (60) percent of the Contract Price of the Goods shipped shall be paid through direct wire transfer. The 150 Days commences upon submission of documents specified in GCC Clause 11.</li> </ul>
GCC 14.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>30</b> days.</p> <p>The interest rate that shall be applied is <b>1</b> %</p>
GCC 16.1	A Performance Security <i>shall be required</i>
GCC 16.3	<p>The Performance Security shall be in the form of <i>a Bank Guarantee</i>.</p> <p>The Performance security shall be denominated in <i>the currencies of payment of the Contract, in accordance with their portions of the Contract Price</i>.</p>
GCC 16.4	Discharge of the Performance Security shall take place one year after completion.

GCC 21.2	<p>The packing, marking and documentation within and outside the packages shall be: The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “Bahamas Airport Authority, Solar Airfield Lighting 00002”, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL October 13, 2020, at 12 noon, local time.”</p> <p>Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE 12 noon local time on October 13, 2020”.</p>
GCC 22.1	The insurance coverage shall be as specified in the Incoterms.
GCC 23.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 24.1	<p>The inspections and tests shall be:</p> <p>In addition to the Quality Assurance test in GCC Clause 11, the bidder shall complete two (2) Site Acceptance tests at two sites of the Airport Authority’s choosing. The proposed testing protocol should be submitted in the TECHNICAL PROPOSAL, and should demonstrate the equipment’s operation and compliance to the <i>Specifications for Solar Airfield Lighting</i></p>
GCC 24.2	The Inspections and tests shall be conducted in the Purchaser’s country at the final destination.
GCC 25.1	The liquidated damage shall be 1% per week
GCC 25.1	The maximum amount of liquidated damages shall be: 10%
GCC 26.3	<p>The period of validity of the Warranty shall be: <i>standard 3-year warranty on all components shall be covered against defects in materials or workmanship. A copy of the warranty document shall be provided with the proposal.</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>The Airport Authority Lynden Pindling International Airport Nassau, Bahamas</i></p>
GCC 26.5	The period for repair or replacement shall be: 90 days.

**Section VI. Contract Forms**

**Letter of Acceptance**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: *Notification of Award Contract No.* \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the  
\_\_\_\_\_ for the Accepted Contract Amount of  
\_\_\_\_\_ \$ \_\_\_\_\_, as corrected and modified in accordance  
with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VI, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

**Contract Agreement**

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ (hereinafter called "the Purchaser"), and \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of \_\_\_\_\_ (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.*
2. *The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:*
  - a) This Contract Agreement
  - b) Special Conditions of Contract
  - c) General Conditions of Contract
  - d) Technical Requirements (including Schedule of Requirements and Technical Specifications) (e) The Supplier's Bid and original Price Schedules
  - e) The Purchaser's Notification of Award
3. *This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.*
4. *In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.*
5. *The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*
6. **IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

*For and on behalf of the Purchaser*

Signed: \_\_\_\_\_

in the capacity of \_\_\_\_\_

in the presence of \_\_\_\_\_

*For and on behalf of the Supplier*

Signed: \_\_\_\_\_

in the capacity of \_\_\_\_\_

in the presence of \_\_\_\_\_

**Performance Security**

*(Bank Guarantee)*

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the supply of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_, \$\_\_\_\_\_ <sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the \_\_\_\_\_ <sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded\*.

**Note:**

*Note: \*[Information for the Executing Agency: Article 15 (a) states: "Requirements for Demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in the demand or in a separate document accompanying or identifying the demand.]*

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*



**Advance Payment Security**

Upon the execution of the contract, a letter of commitment shall be provided to the successful bidder by the Government of Commonwealth of The Bahamas.

**SECTION VII. BIDDING FORMS**

**Bidder Information Form**

Date: \_\_\_\_\_

RFP No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information  Name:  Address:  Telephone/Fax numbers:  Email Address:
7. Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1.  In case of JV, letter of intent to form JV or JV agreement.  In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law.

**Joint Venture Partner Information Form**

Date (of Bid Submission): \_\_\_\_\_

RFP No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 2, above. In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law.

**Bid Submission Form**

Date (of Bid Submission): \_\_\_\_\_

RFP No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ on \_\_\_\_\_;

b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) The total price of our Bid, excluding any discounts offered in item (d) below, is:

\_\_\_\_\_  
\_\_\_\_\_

d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e) Our bid shall be valid for 180 days, from the date fixed for the bid submission deadline in accordance with Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) If our bid is accepted, we commit to obtain a performance security in accordance with Clause 47 and GCC Clause 16 for the due performance of the Contract.
- g) We have no conflict of interest in accordance with Sub-Clause 3.1 (l).
- h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the Purchaser’s country laws or official regulations.
- i) We do not have any outstanding sanctions from any Local or International Financial Institution.
- j) We will use our best efforts to assist the Purchaser in any investigation.
- k) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client. (l The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on: \_\_\_\_\_

**Bid Security Form**  
(Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*  
*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**  
**IFB No.:**  
**Alternative No.:**  
**Date:**  
**BID GUARANTEE No.:**  
**GUARANTOR:**

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded\*.

\_\_\_\_\_  
*[signature(s)]*

\_\_\_\_\_  
*[Signature(s)]*

**Form of Bid Security**  
(Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

**Manufacturer's Authorization**

Date (*of Bid Submission*): \_\_\_\_\_

RFP No.: \_\_\_\_\_

To: \_\_\_\_\_

**WHEREAS**

We \_\_\_\_\_, who are official manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated on: \_\_\_\_\_



**SECTION VIII. PRICE SCHEDULE FORMS**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**

(Group C bids, goods to be imported)						
Currencies in accordance with Sub-Clause 21						Date: _____
						RFP No. _____
1	2	3	4	5	6	7
Line Item No.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP in accordance with Clause 20.1(V)(a)(i)	CIP Total Price per line item (Col. 5x6)
					Total Bid Price:	

Name of Bidder \_\_\_\_\_ Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_